

## THE LAW OFFICE OF KISSINGER N. SIBANDA ESQ, PLLC

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*Nemo me impune lacessit*

April 5th, 2025

1:24-cv-06310 (JMF) *Sibanda v. Ellison, et al*

**MOTION TO COMPEL**

**ATTENDANCE OF DAVID ELLISON AT SETTLEMENT CONFERENCE  
 OF MAY 1, 2025**

**AND TO COMPEL DEFENDANTS TO MAKE MONETARY COUNTER-OFFER.**

Hon. Judge Katherine Parker,

Plaintiff seeks further clarity regarding the attendance of David Ellison, to the May 1, 2025, settlement conference. I recall your honor stating that Mr. Ellison, does not need to personally attend<sup>1</sup>.

In addition, Defendants have made no monetary counteroffer to settle this matter, in violation of Judge Parker's rules regarding settlement conferences.

Plaintiff believes this only creates further impasse to the settlement as, he is the CEO of all corporate entities named and is also in the process of seeking to buy Paramount Pictures; as well as being sued in a personal capacity. Plaintiff believes that the rule requiring attendance by the "actual party," at settlement conferences, should not be waived in this instance. Since the court has set this settlement conference by teams and is not requiring physical attendance.

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<sup>1</sup> Plaintiff was not clear what the reason for excluding Mr. Ellison from the settlement conference is. Furthermore, parties have not progressed on their own, despite assertions by defendant counsel Lin to the contrary. Defendants have offered no counteroffer to plaintiff's offer pursuant to the Judge Parker's rules regarding settlement conferences. On March. 2025, plaintiff emailed defendants counsel Lin, a settlement offer; defendants have not responded with a counteroffer and merely are wasting the court's time, attendance of Mr. Ellison should be mandated based on this bad faith. If defendants are inflexible to settlement negotiation, then they should not waste the court's time; Mr. Ellison's non-attendance is in line with that assumed bad faith.

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In the alternative, any representative who claims power to settle on behalf of Mr. Ellison, should submit to this tribunal, a letter or affidavit from Mr. Ellison, that he or she has settlement power on behalf of Mr. Ellison in his individual capacity, as this is identical to a power of attorney authority on the estate.

Accordingly, bringing this issue to Your Honor's attention before the conference is meritorious and will afford a more productive May 1<sup>st</sup>, 2025, settlement conference. Plaintiff asks that any party representing Mr. Ellison, in his individual capacity, provide proof that he has settlement capacity, in lieu of Mr. Ellison's actual attendance. This should be evidentially demonstrated, not merely orally stated.

Furthermore, plaintiff requests that the order also direct defendants to make their required monetary counteroffer, by April 11<sup>th</sup>, 2025<sup>2</sup>, for purposes of the settlement conference pursuant to the Rules. Defendants have stated, on their own free will, they want to settle this matter and participate in the settlement conference<sup>3</sup>; submitted pleadings to the court as such; adjusted the court's motion calendar and used the court's resources as such, thus defendants should follow the rules and not be allowed to appear to be above those rules regardless of their financial standing.

Plaintiff thanks the court for setting aside its resources for this matter.

<sup>2</sup> Allows plaintiff to edit his pre-settlement submissions.

<sup>3</sup> At no point have defendants told the court or plaintiff, they wish to end settlement. That defendants want a settlement favorable to them, is the very stock and trade of a settlement conference.

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Thank you,

Date: April 5th, 2025



Signature

Dr. Kissinger N. Sibanda Esq